



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH

SEATTLE 11, WASHINGTON

January 12, 1962

Kaiser Gypsum Company (2)
5931 E. Marginal Way
Seattle, Washington

Gentlemen:

For your consideration we are pleased to offer our products listed below for your operations at Seattle, Washington:

DELIVERY AND QUANTITY: Delivery of products hereunder shall be made via tank truck within a reasonable time after receipt of your order. The quantities to be supplied by us, except at our option, shall not exceed 45,000 gallons during any one year.

PERIOD: This agreement shall be in effect for a primary period beginning January 1, 1962 and ending December 31, 1962.

GRADE AND BRAND: The grade or grades to be delivered hereunder shall be those which we are selling generally at the time and place of delivery hereunder.

PRICE: The prices payable by you shall be as follows:

<u>Product</u>	<u>Type of Delivery</u>	<u>Price Per Gallon</u>
Shell Gasoline	Tank Truck	\$0.28
Shell Dieseline 50	Tank Truck	0.127
Shell Premium Dieseline	Tank Truck	0.147

The above gasoline price includes the Washington State Motor Vehicle Fuel Tax of \$0.075 and the Federal Excise Tax of \$0.04 per gallon.

The above tank truck and ex plant prices are for 400 gallons or more. For less than 400 gallon deliveries, add the following:

200 - 399	\$0.005 Per Gallon
40 - 199	0.01 " "

TERMS: Terms of payment shall be cash on delivery or such credit terms as may be extended by Shell, which may be altered or revoked by Shell at any time.

TAXES: Any tax, duty, charge of fee, now or hereafter levied on the products sold hereunder, or on the raw or processed products from which the products

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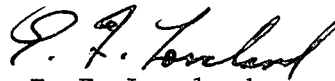
sold hereunder are manufactured or blended, or on Shell, or required to be paid or collected by Shell, by reason of the production, manufacture, blending, inspection, storage, withdrawal, sale, distribution, transportation, delivery or use of said products, or any feature thereof, shall be paid by Buyer, in addition to the prices specified herein, insofar as the same is not expressly included in such prices.

EXCUSES FOR NON-PERFORMANCE: We shall be excused from performance of our obligations under this agreement when and to the extent that such performance is delayed or prevented by any cause reasonably beyond our control.

COMPLIANCE WITH LAWS: If the performance of any provision of this agreement by either party is or becomes, or is deemed by any governmental official or body to be violative, or should result in any of such party's other activities of whatsoever nature becoming violative of any law, order, directive, recommendation, ruling or regulation of whatsoever nature, such party may immediately cancel this agreement.

ACCEPTANCE: This offer is for acceptance by you within thirty (30) days from the date hereof, and if not accepted within that time, shall be deemed of no further force or effect whatsoever. Acceptance should be made by signing and returning to us, within the time mentioned above, the duplicate copy of this letter. We hope we may have the pleasure of serving you.

Yours very truly,

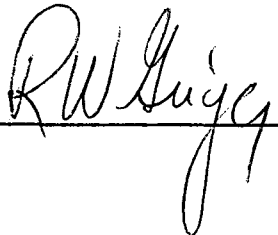


E. F. Loveland
Sales Manager

WCW:ak

The above offer is hereby accepted
this ____ day of _____, 1962.

KAISER GYPSUM COMPANY

By  _____